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Comptroller General  
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## Decision

**Matter of:** United Airlines, Inc.

**File:** B-411987; B-411987.3

**Date:** November 30, 2015

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### DIGEST

The General Services Administration's determination that award to a U.S. flag air carrier for a flight route to be performed by a foreign airline under a code-share agreement, where the tickets will be issued under the U.S. carrier's designator code and flight number, does not violate the Fly America Act, is unobjectionable under GSA's implementing regulations.

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### DECISION

United Airlines, Inc., of Chicago, Illinois, protests the award of a contract to JetBlue Airways Corporation, of Long Island City, New York, under request for proposals (RFP) No. QMACB-KB-150001-N, issued by the General Services Administration (GSA), Federal Acquisition Service, for airline passenger transportation services, known as the City Pair Program. United contends that JetBlue's proposal was ineligible for award because it violates various laws and failed to comply with the solicitation. United also contends that the agency improperly failed to conduct discussions and failed to sufficiently document its selection decision.

We deny the protest.

## BACKGROUND

The RFP, issued on March 10, 2015, solicited proposals to provide air transportation services for government employees traveling on official business. The RFP contained over 9,000 line items representing air transportation to and from specified city pairs, including international routes (between American and foreign cities) and domestic routes (between American cities). See Agency Report (AR), Tab 3, Group 1 and Extended Markets; Tab 4, Group 2 Markets. The RFP contemplated award of fixed-price requirements contracts for each contract line item number (CLIN) route.

The RFP provided that awards would be made on a “line-item-by-line-item basis.” RFP at 88. Thus, each CLIN would be the subject of a separate award decision. Further, each CLIN was assigned to one of two evaluation groups. The awards for CLINs in Group 1 were to be made on a best-value basis considering technical and price factors, with the technical factor having four subfactors: (1) timeband/service distribution; (2) average elapsed flight time; (3) number/type of flights; and (4) full jet vs. propeller planes, turboprops and regional jets (RJs). RFP at 87. The RFP set forth a “point schematic” spreadsheet under which points would be automatically assigned for each technical subfactor for each CLIN. RFP at 89-93. The awards for CLINs in Group 2 were to be made to the lowest-priced, technically acceptable offeror. Id.; Contracting Officer Statement (COS) at 1-2.

Section M of the RFP provided that Group 1 proposals would be evaluated by the City Pair Program Team (CPP Team), and that the contracting officer could consult with a “Special Board” concerning the point scores, offered fares, and other technical questions. RFP at 88. The Special Board was to be comprised of personnel working in the area of travel and transportation from GSA, other civilian agencies, and the Department of Defense. Id.

As relevant here, the RFP required that contractors comply with the Fly America Act, 49 U.S.C. § 40118. RFP at 45. The RFP further provided that, in order to be eligible for award, an offeror “shall participate in the CRAF [Civil Reserve Air Fleet] Program, receive a Letter of CRAF Technical Ineligibility, or be actively undergoing the CRAF approval process with the Air Mobility Command.” RFP at 40.

The agency received 21,167 proposals submitted by eight offerors, and made awards with a total estimated value of \$1.74 billion. AR, Tab 14, Special Board Evaluation Report, at 4; Tab 20, Carrier Awards Summary Report, at 1. This protest concerns the award for CLIN 2842, for daily nonstop service from Washington, District of Columbia, (IAD) to Dubai (DXB).<sup>1</sup> Protest at 1 n.1. The value of

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<sup>1</sup> In total, the agency made 9,159 individual City Pair Program route awards. Protest at 7; AR, Tab 20, Carrier Awards Summary Report, at 1.

CLIN 2842 is approximately \$24.8 million. AR, Tab 21, JetBlue Airways Contract, at 7. CLIN 2842 was assigned to Group 1, and thus the agency evaluated proposals for this CLIN on a best-value basis.

With regard to CLIN 2842, the CPP Team assessed the following ratings:

		JetBlue	United
<b>Overall Technical</b>		<b>66</b>	<b>58</b>
	timeband/service distribution	20	20
	average elapsed flight time	10 / 20	10 / 20
	number/type of flights	9	5
	full jet vs. propeller planes, turboprops & regional jets	7	3
<b>Evaluated Price (composite fare)<sup>2</sup></b>		<b>\$699</b>	<b>\$750</b>

AR, Tab 12, CPP Team Evaluation Sheet for CLIN 2842, at 1. Thus, the CPP Team evaluated JetBlue's proposal as being both higher-rated and lower-priced. However, after a consensus meeting of the CPP Team, the three members of the Team initially agreed that the agency should negotiate with United to attempt to obtain a lower price. Supp. COS at 6; AR, Tab 35, Negotiate Report Decisions Spreadsheet, at 7.

The Special Board also evaluated the proposals submitted for this CLIN. The Special Board's report explains how the Board evaluated proposals:

Select Group 1 line items were examined by the individual members of the Special Board (SB) to determine if the requirements of the factors were met and if negotiation was recommended. The Special Board members then discussed each factor and came to a

<sup>2</sup> The composite fare was calculated using percentages of the "YCA" (unrestricted coach class contract fares for government contract carriers) and "\_CA" fares (capacity-controlled coach class contract fares for government contract carriers). RFP at 94; AR, Tab 15, Non-Consensus Report, at 1.

consensus on its award and/or negotiation recommendations. No averaging or use of points was done.

AR, Tab 14, Special Board Evaluation Report, at 4. After evaluating the proposals for CLIN 2842, the Special Board recorded the following evaluation:

Request that UA [United Airlines] lower their YCA [rate] to \$[DELETED]. Through negotiations if UA does not revise their YCA rate, the SB [Special Board] still recommends awarding this market to them.

AR, Tab 14, Special Board Evaluation Report, at 8. Thus, the Special Board recommended that CLIN 2842 be awarded to United. Id.

After the CPP Team and the Special Board completed their initial evaluations, the CPP Team reviewed the proposals received for each line item to decide whether discussions on that line item were necessary.<sup>3</sup> Supp. COS at 8. After considering the possibility of negotiating with the offerors for CLIN 2842, the CPP Team reconsidered and ultimately concluded that it was not necessary to open discussions for CLIN 2842. The source selection authority (SSA) reviewed and concurred with the Team's conclusion because "best value was already achieved through initial offer submission." Supp. COS at 9; Supp. AR at 9.<sup>4</sup> Because the SSA, like the CPP Team, concluded that JetBlue's proposal was both higher-rated and lower-priced, she selected JetBlue for award of CLIN 2842. Id. This protest followed.

## DISCUSSION

United contends that JetBlue's proposal does not comply with the Fly America Act, and is therefore ineligible for award. In addition, United argues that JetBlue's proposal failed to comply with the solicitation's provisions regarding Civil Reserve Air Fleet and price reductions. Finally, United argues that the agency failed to engage in discussions and failed to sufficiently document its selection decision.

### Fly America Act

United first contends that the award of CLIN 2842 to JetBlue violates the Fly America Act, 49 U.S.C. § 40118, and the Federal Acquisition Regulation (FAR). Protest at 13. Specifically, United contends that JetBlue's proposal for CLIN 2842

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<sup>3</sup> Since award was made on a line-item-by-line-item basis, the decision to negotiate was also made in this manner. Supp. COS at 8.

<sup>4</sup> The contracting officer served as the SSA for this procurement.

did not comply with the Fly America Act because JetBlue's relationship with its code-share partner, Emirates, is one of a mere booking agent for passengers who will actually be traveling on Emirates aircraft. Protest at 16-25; Comments & Supp. Protest at 18-23. While United acknowledges that some code-share<sup>5</sup> arrangements comply with the Fly America Act, the protester contends that JetBlue's code-share with Emirates does not comply because JetBlue has no commercial presence in Dubai, no ability to issue tickets to or otherwise assist code-share customers, and no ability to perform the IAD-DXB flights on its own, such that JetBlue is only a booking agent for Emirates, rather than a partner. Protest at 14-16; Comments & Supp. Protest at 7.<sup>6</sup>

The Fly America Act generally requires that federal agencies ensure that government-financed air transportation is provided by a U.S. flag air carrier if such a carrier is available. See B-258059, Letter to Mr. James T. Lloyd, Dec. 6, 1994. In addition, the FAR provides that federal employees "must use U.S.-flag air carriers for U.S. Government-financed international air travel and transportation of their personal effects or property, if available." FAR § 47.402.

Prior to October 19, 1996, GAO had authority to interpret the Fly America Act. Specifically, 49 U.S.C. § 40118(c) stated that the "Comptroller General shall allow the expenditure of an appropriation for transportation in violation of this section only when satisfactory proof is presented showing the necessity for the transportation." 49 U.S.C. § 40118(c) (1996). In connection with this provision, GAO issued decisions addressing whether service provided by a foreign airline under a code-share agreement with a domestic airline fell within the terms of the Fly America Act. Thus, in Fly America Act--Code Sharing--Transportation by U.S. Carrier, B-240956, Sept. 25, 1991, GAO stated that travel under a ticket issued by a U.S. air carrier which leases space on the aircraft of a foreign air carrier under a "code-share" arrangement in international air transportation is considered to be "transportation provided by air carriers holding certificates" as required under the Fly America Act. In arriving at this conclusion, GAO stated:

Although we have not been provided any particular code-share agreements and related documentation, we assume that the code-share

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<sup>5</sup> A code-sharing agreement is an arrangement between a U.S.-flag air carrier and a foreign air carrier in which the U.S.-flag carrier provides passenger service on the foreign air carrier's regularly scheduled, commercial flights. American Airlines, Inc., B-258271, Dec. 29, 1994, 95-1 CPD ¶ 5 at 2 n.1.

<sup>6</sup> GSA does not dispute these allegations. Rather, GSA responds that it is not required to determine whether JetBlue has a presence in Dubai, or to obtain information regarding the roles and relationship between JetBlue and any foreign code-share partner, including Emirates. Supp. AR at 4.

arrangement which is described here as the type engaged in by U.S. air carriers and which has the endorsement of the Department of State as service provided by a U.S. air carrier is in effect similar to a lease by a U.S. air carrier of a portion of a foreign air carrier's aircraft and crew. . . . Also, it is our understanding that the U.S. carrier receives a substantial portion of the revenue; it does not act as a mere booking agent on behalf of the foreign carrier.

Id. at 5.

On October 19, 1996, the General Accounting Office Act of 1996, Pub. L. 104-316, became effective. That Act, among other things, transferred the responsibility for interpreting the Fly America Act to the Administrator of GSA. Specifically, the Act amended § 40118(c) of the Fly America Act to read:

The Administrator of General Services shall prescribe regulations under which agencies may allow the expenditure of an appropriation for transportation in violation of this section only when satisfactory proof is presented showing the necessity for the transportation.

49 U.S.C. § 40118(c).

In 1998, GSA issued a final rule interpreting certain provisions of the Fly America Act. That rule states, in relevant part, that "U.S. flag air carrier service also includes service provided under a code share agreement with a foreign air carrier in accordance with Title 14, Code of Federal Regulations when the ticket, or documentation for an electronic ticket, identifies the U.S. flag air carrier's designator code and flight number." 41 C.F.R. § 301-10.134. GSA's Federal Register notice issuing the above final rule, provides that "[t]his final rule amends the Federal Travel Regulation (FTR) provisions pertaining to use of U.S. flag air carriers under the provisions of 49 U.S.C. § 40118, commonly referred to as the Fly America Act."<sup>7</sup> The Federal Register notice further explained that:

Subsection 127 (d) of the General Accounting Office Act of 1996 (Pub. L. 104-316) amended 49 U.S.C. 40118 to require that the Administrator of General Services Administration (GSA) issue regulations under which agencies may permit payment for transportation on a foreign air carrier when such transportation is determined necessary. This final rule implements the Administrator's authority under the statute, identifying

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<sup>7</sup> As the protester notes, the Federal Acquisition Regulation does not directly address code-sharing. Although the FAR states that "U.S.-flag air carrier service" shall be used, it does not address whether, or to what extent, code-share service constitutes U.S.-flag air carrier service. See FAR § 47.403.

when U.S. flag air carrier service is deemed available (for transportation between a point in the United States and a point outside the United States) or reasonably available (for transportation between two points outside the United States).

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The final rule provides that U.S. flag air carrier service includes service provided by a foreign air carrier under a code share agreement when the ticket, or documentation in the case of an electronic ticket, identifies the U.S. flag air carrier's designator code and flight number. It is GSA's position that codesharing between U.S. flag air carriers and foreign air carriers increases opportunities for U.S. flag air carriers to expand into new international markets, which in turn promotes revenues to U.S. flag air carriers, thereby furthering the goals of the Fly America Act. Additionally, the U.S. flag air carrier whose designator code and flight number appears on the ticket, or documentation in the case of an electronic ticket, takes responsibility for the passenger(s) traveling under the U.S. flag air carrier's designator code and flight number, supporting the determination that the code share service is properly deemed service by the U.S. flag air carrier.

63 Fed. Reg. 63,417-01 (Nov. 13, 1998).

Our Office has noted that, while the preamble of a regulation does not control the meaning of the regulation and is not entitled to the same level of deference, the preamble is evidence of an agency's contemporaneous understanding of its rules. Alternative Contracting Enters., LLC; Pierce First Medical, B-406265 et al., Mar. 26, 2012, 2012 CPD ¶ 124. In this regard, GSA's explanation in the Federal Register of the basis and intent of its rulemaking makes clear that GSA intended 41 C.F.R. § 301-10.134 to be an exercise of the GSA Administrator's authority to promulgate regulations with regard to the Fly America Act.

United contends that JetBlue's proposal for CLIN 2842 did not comply with the Fly America Act because JetBlue's relationship with its code-share partner, Emirates, is one of a mere booking agent for Emirates. Protest at 16-25; Comments & Supp. Protest at 18-23. United bases this argument on language from GAO's decision in Fly America Act--Code Sharing--Transportation by U.S. Carrier, *supra*, which stated that GAO's approval of the use of a code-share agreement was premised on GAO's understanding that a code-share agreement was one in which the U.S. carrier receives a substantial portion of the revenue and does not act as a "mere booking agent" on behalf of the foreign carrier. *Id.*

However, 41 C.F.R. § 301-10.134 provides that service provided under a code-share agreement with a foreign air carrier is considered to be "U.S. flag air carrier service" so long as "the ticket, or documentation for an electronic ticket, identifies

the U.S. flag air carrier's designator code and flight number." 41 C.F.R. § 301-10.134. Nothing in that regulation, or in GSA's explanation of the regulation in the Federal Register, precludes a code-share agreement with a foreign air carrier from being considered a "U.S. flag air carrier service" compliant with the Fly America Act simply because the U.S. carrier's role amounts to that of a "mere booking agent." Further, since that regulation was issued pursuant to the GSA Administrator's authority to prescribe regulations implementing the Fly America Act, we find that, to the extent GAO's decision in Fly America Act--Code Sharing--Transportation by U.S. Carrier conflicts with GSA's regulations, GAO's decision has been superseded.

Here, the parties do not dispute that the JetBlue's service from Washington, District of Columbia to Dubai will be issued under JetBlue's designator code and flight number.<sup>8</sup> Therefore, we find that GSA reasonably concluded, pursuant to 41 C.F.R. § 301-10.134, that JetBlue's code-share agreement with Emirates Airlines for CLIN 2842 complied with the Fly America Act. Accordingly, this protest ground is without merit.

#### Civil Reserve Air Fleet

United next contends that JetBlue's proposal for CLIN 2842 was unacceptable because JetBlue does not meet the RFP's Civil Reserve Air Fleet (CRAF) requirements.<sup>9</sup> Protest at 25-27; Comments & Supp. Protest at 32-35; Protester's Supp. Comments at 19. Specifically, United contends that the RFP required that a contractor be a member of the corresponding CRAF program for which it received an award. Protest at 25. Since CLIN 2842, IAD-DXB, is a long-haul international route, United contends that JetBlue was required to be a member of CRAF's Long Range Section. Protest at 26. Both parties agree that JetBlue is a member of the CRAF Short Range Section, but not the Long Range Section. Id.; Supp. CO Statement at 1-2.

Where a dispute exists as to a solicitation's actual requirements, we will first examine the plain language of the solicitation. Noble Supply & Logistics, B-411229.3 et al., June 24, 2015, 2015 CPD ¶ 232 at 10. As set forth above, the solicitation required that an offeror "shall participate in the CRAF [Civil Reserve Air

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<sup>8</sup> JetBlue's proposal for CLIN 2842 states JetBlue's air carrier designator, B6, and the JetBlue flight number, 5002. AR, Tab 17, SABRE Screenshot of JetBlue WAS-DXB flights, at 1.

<sup>9</sup> The CRAF program is made up of American commercial air carriers that voluntarily commit cargo and passenger aircraft to support military airlift requirements during national security emergencies. American Airlines, Inc., supra, at 2 n.2.



Fleet] Program, receive a Letter of CRAF Technical Ineligibility, or be actively undergoing the CRAF approval process with the Air Mobility Command.” RFP at 40.

United acknowledges that the RFP “did not explicitly state” the requirement that a CLIN awardee had to be a member of the CRAF segment for the type of routes for which it received awards. Comments & Supp. Protest at 33-34. However, the protester notes that in the solicitation’s general list of definitions, the solicitation included the following definition of the “Civil Reserve Air Fleet (CRAF) Program”:

Civil Reserve Air Fleet (CRAF) Program - A program managed by the Air Mobility Command (AMC) that provides for airlift services in the national and international CRAF segments for the Department of Defense (DOD). For purposes of this definition, segments are defined as three different areas of flying conditions; international/long range-short range, national, and aeromedical. It is designed to augment military airlift capabilities with commercial aircraft during airlift emergencies, national emergencies or activation of CRAF.

RFP at 9. The protester therefore argues that “the fact that the RFP required CRAF membership and also took the time to reference the individual CRAF segments demonstrates that corresponding segment membership must have been expected.” Comments & Supp. Protest at 34.

Based on the plain language of the solicitation, however, we find the agency’s conclusion that JetBlue met the RFP’s CRAF requirements here to be unobjectionable. As United admits, the express terms of the RFP required CRAF membership, but did not state that an offeror had to be a member of the CRAF segment for the type of routes for which it received an award. Rather, the RFP simply required that an offeror “shall participate in the CRAF Program.” RFP at 40. Since JetBlue participates in the CRAF program, we find that the agency reasonably concluded that JetBlue met this RFP requirement. Therefore, this protest ground is also without merit.

#### Price Reduction Clause

United further contends that JetBlue will be unable to comply with the solicitation’s price reduction clause. Specifically, the RFP provided that:

if, after award, the Contract carrier offers an unrestricted coach fare available to the general public that is lower than the contract fare, the contract carrier shall provide the lower fare to Government travelers in lieu of the contract fare.

RFP at 27. The protester asserts that JetBlue serves as a mere booking agent for Emirates, and that, therefore, JetBlue will be unable to comply with this clause because JetBlue has no authority over Emirates. Comments & Supp. Protest at 37.

Whether an awardee will meet its contractual obligations is a matter of contract administration which our Office will not review. GTE Customer Networks, Inc., B-254692, B-254692.2, Feb. 24, 1994, 94-1 CPD ¶ 143 at 6. Here, United's claims concern an issue of contract administration. That is, although JetBlue's proposal states that it will comply with the price reduction clause, United speculates that, in its performance of the contract, JetBlue in fact will not do so.<sup>10</sup> Since this issue is one of contract administration which our Office will not resolve, this protest ground is dismissed.

### Discussions

United next complains that the agency failed to conduct discussions regarding CLIN 2842, despite the fact that both the CPP Team and the Special Board recommended opening discussions for this CLIN. Protester's Supp. Comments at 27. In this regard, United notes that the CPP Team initially advised that the agency should negotiate with United or award to JetBlue without conducting discussions, while the Special Board recommended that the agency negotiate with United for a lower fare, but award to United even if it didn't lower its price. Protester's Supp. Comments at 27. The protester contends that the agency's failure to open discussions for CLIN 2842 was improper. Id. at 27, 31.

As set forth above, the solicitation advised offerors that evaluations and awards would be made on a CLIN-by-CLIN basis. The solicitation also advised offerors that the agency reserved the right to make award or reject a proposal without discussions. RFP at 82, 88 ("The Government may award some or all items without discussions"). Therefore, the decision whether to conduct discussions was also made on a CLIN-by-CLIN basis.

A contracting officer's discretion in deciding not to hold discussions is quite broad. Applied Visual Tech., Inc., B-401804.3, Aug. 21, 2015, 2015 CPD ¶ 261 at 4 n.3; Trace Sys., Inc., B-404811.4, B-404811.7, June 2, 2011, 2011 CPD ¶ 116 at 5. There are no statutory or regulatory criteria specifying when an agency should or

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<sup>10</sup> United asserts that its price reduction clause issue is not a matter of contract administration because, according to the protester, JetBlue's proposal failed to set forth a plan for complying for the solicitation's price reduction clause. Protester's Comments & Supp. Protest at 37. However, the protester does not identify, and we are unaware of, anything in the solicitation requiring offerors to propose a plan for meeting the price reduction clause. Accordingly, we view this issue as concerning only a matter of contract administration, which our Office will not resolve.

should not initiate discussions, and there is also no requirement that an agency document its decision not to initiate discussions. Applied Visual Tech., Inc., supra; L-3 Servs., Inc., B-406292, Apr. 2, 2012, 2012 CPD ¶ 170 at 14. As a result, an agency's decision not to initiate discussions is a matter that we generally will not review. Booz Allen Hamilton, Inc., B-405993, B-405993.2, Jan. 19, 2012, 2012 CPD ¶ 30 at 13. United's protest in this regard furnishes no basis for us to review the agency's decision not to conduct discussions regarding CLIN 2842.

### Selection Decision

Finally, United contends that the selection decision was insufficiently documented because it fails to explain the reasons for rejecting the Special Board's recommendation to award to United. Protester's Supp. Comments at 22.

Source selection decisions must be documented, and must include the rationale for any business judgments and tradeoffs made or relied upon by the SSA; however, there is no need for extensive documentation of every consideration factored into a tradeoff decision. Navistar Defense, LLC; AM General, LLC, B-407975.2 et al., Dec. 19, 2013, 2014 CPD ¶ 287 at 12. Rather, the documentation need only be sufficient to establish that the agency was aware of the relative merits and costs of the competing proposals and that the source selection was reasonably based. Id.; Worldwide Info. Network Sys., Inc., B-408548, Nov. 1, 2013, 2013 CPD ¶ 254 at 6. This explanation can be given by the SSA in the award decision, or it can be evident from the evaluation documents on which the source selection decision is based. TRW, Inc., B-260788.2, Aug. 2, 1995, 96-1 CPD ¶ 11 at 4.

Here, the CPP evaluated JetBlue's proposal as higher-rated and lower-priced. Although some members of the CPP Team recommended that the agency engage in discussions with United, they were all in agreement that if discussions were not conducted, JetBlue's proposal represented the best value. Supp. COS at 5-6; AR, Tab 31, City Pair Program Evaluation Team Non-Consensus Report, at 2.

Although the Special Board recommended award to United even if a lower fare could not be achieved, the record reflects that the Special Board's evaluation does not appear to have followed the RFP's detailed evaluation scheme in arriving at this recommendation. Specifically, as set forth above, the RFP provided for award on a best-value basis considering technical and price. With regard to the technical factor, the solicitation contained a very specific point-based evaluation matrix which informed offerors of the exact number of points to be assigned for various attributes of the proposal under each of the four subfactors. Under the RFP's evaluation scheme, offerors' technical scores would be mathematically derived using the RFP's scoring schematic matrix. In this regard, the RFP's "point schematic" spreadsheet specified the number of points that would be automatically assigned for various attributes under each of the subfactors. RFP at 89-93. For example, under

the third subfactor, total number of flights, the RFP provided the following scoring schematic:

Offerors will receive credit for the highest score possible based on a maximum of 12 outbound and 12 inbound flights per day. For connecting service, only service through valid connect points will be considered.

	<b>Nonstop</b>	<b>Direct</b>	<b>Connecting</b>
Each	2.0	1.5	1.0
Maximum Points	24.0	18.0	12.0

RFP at 93. Thus, the RFP’s evaluation scheme provided for the assignment of points based on specifically-defined criteria.

However, the Special Board’s review of proposals did not follow this evaluation scheme, as stated in the Board’s report:

The [Special Board] members . . . discussed each factor and came to a consensus on its award and/or negotiation recommendations. No . . . use of points was done.

AR, Tab 14, Special Board Evaluation Report, at 4. Thus, while the Special Board recommended award to United even if discussions were not conducted, this recommendation appears to have been based on an evaluation that did not follow the RFP’s evaluation scheme.

Our Office has generally held that where a source selection official disagrees with the evaluation ratings of lower-level evaluators the basis for the disagreement should be documented in the contemporaneous record. See Global Dimensions, LLC, B-411288, June 30, 2015, 2015 CPD ¶ 208 at 5. However, where, as here, the record is clear that the lower-level evaluation was not consistent with the evaluation scheme set forth in the RFP, the SSA’s disagreement with that evaluation need not be specifically documented in the contemporaneous record, so long as the record demonstrates the basis for the SSA’s disagreement. In this regard, although the selection decision, which was recorded in a document entitled “FY16 SB vs. CPP Team Non-Consensus Report,” summarizes the basis for award of this CLIN in only 13 words (“Award to [JetBlue] for best overall value; lower comp[osite] fare; and additional flights”), this basis for selection is consistent with the CPP Team’s evaluation and with the RFP. AR, Tab 15, FY16 SB vs. CPP Team Non-Consensus Report, at 3; see AR, Tab 12, CPP Team Evaluation Sheet for CLIN 2842, at 1. Further, United has made no showing that JetBlue was not the most highly-rated offeror when the evaluation was conducted as required by the

solicitation (and performed by the CPP Team). Based on this record, we find that United has not shown the source selection decision to be unreasonable.

The protest is denied.

Susan A. Poling  
General Counsel